

New West Michigan III Industrial Investors, L.L.C. v Amazon.Com Services, LLC

US District Court – Western District Case No.: \_\_\_\_\_

Honorable \_\_\_\_\_

**TAB 1**

To

Plaintiff's Complaint and Jury Demand

Confidential

### ACCESS AGREEMENT

This Access Agreement (this "Agreement") is entered into by New West Michigan III Industrial Investors, L.L.C., a Michigan limited liability company ("Landlord"), and AMAZON.COM SERVICES LLC, a Delaware limited liability company ("Amazon"), on the dates next to their respective signatures, to be effective as of the later of such dates (the "Effective Date").

### RECITALS

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties agree as follows:

2. **Permitted Actions.** During the Access Term, the Amazon Parties, will have access to the Project for the purpose of conducting due diligence and any non-invasive pre-construction activity required for the Project, which may include, but is not limited to, the following actions: (a) to survey the Project, including appurtenant easements, if any, as Amazon determines to be desirable; (b) to conduct feasibility studies; (c) to conduct engineering and environmental studies, including, without limitation, Phase I environmental site assessments, cultural resources surveys, invasive environmental investigations, and other physical assessments; (d) for planning and measuring, construction of improvements and installation of furniture, fixtures, and telecommunication and other equipment, and any other activities to facilitate Amazon's intended use(s) of and operations at the Project; and (e) for the delivery of products and to commence Amazon's use(s) of and operations at the Project (collectively, the "Permitted Actions").

3. **Amazon's Obligations.** Except as the Parties may agree otherwise in the Lease, Amazon will (a) bear the costs of the Permitted Actions; (b) comply with all laws and ordinances applicable to the Project; (c) keep the Project free from any liens which might arise as a result of the Permitted Actions; and (d) obtain all governmental permits required for Amazon's activities on the Project. Amazon will not owe Landlord any fee, charge or payment for entering into this Agreement or exercising the Permitted Actions. If the Parties do not enter into the Lease, Amazon will remove all of its equipment, materials, products, and other improvements to return the Project to a condition no worse than its condition as of the Effective Date. Amazon's obligations under the preceding sentence will survive the expiration or termination of this Agreement. Amazon has no obligation to maintain or repair the Project

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except to the extent any maintenance or repair is required as a result of the Amazon Parties' negligence or willful misconduct.

4. Confidentiality.

c. Confidential Information. All information specifically labeled as "confidential" or that would reasonably be presumed to be confidential, including the terms and conditions of this Agreement, the Lease, and all non-public information relating to Amazon's technology, operations, customers, business plans, promotional and marketing activities, finances and other business affairs (collectively, "Confidential Information"), that is learned by or disclosed to any Landlord Parties with respect to Amazon's business in connection with this Agreement or the leasing transaction will be kept strictly confidential by such Landlord Parties and will not be used (except for Landlord's confidential internal purposes, or as otherwise required by Legal Requirements, or for disclosing to Landlord's agents, directors, officers or employees, prospective purchasers or lenders, provided any such party understands and agrees to be bound by the terms of this confidentiality provision) or disclosed to others by any Landlord Parties, without the express prior consent of Amazon, which Amazon may withhold in its sole and absolute discretion. As used above, the term "Legal Requirements" means all applicable federal, state, county and municipal statutes, ordinances, codes, rules, regulations and requirements. The provisions of this Section 3 will survive the expiration or termination of this Agreement.

5. Insurance.

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**6. Indemnity.**

**7. Exclusivity.**

**9. Cure Period; Waiver of Consequential Damages.** Any breach of this Agreement will not be considered material until the breaching party is given notice of its breach and fails to cure within 15 days of the notice; provided, however, if longer than 15 days is reasonably required to effectuate a cure, then Amazon will not be in default under this Agreement so long as Amazon commences efforts to cure within such 15-day period and diligently continues to effectuate a cure thereafter. Notwithstanding any provision in this Agreement to the contrary, neither Party will be liable to the other Party for consequential damages, such as lost profits or interruption of the other Party's business, except that this sentence will not apply to Landlord's breach of its confidentiality obligations under this Agreement.

**10. Assignment.**



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**11. Successors; Entire Agreement; Amendment; Remedies; Waiver.**

10, this Agreement will be binding upon, jointly and severally, and inure to the benefit of Landlord and Amazon and their respective representatives, successors and assigns. This Agreement embodies the entire agreement between the Parties concerning the Agreement's subject matter. No modification, waiver, or amendment of this Agreement or any of its provisions will be binding upon either Party if not in writing and signed by such Party. All rights and remedies set forth in this Agreement are cumulative, non-exclusive, and in addition to such other rights and remedies as may be available at law, in equity, or otherwise. No delay in enforcement or failure by a party to insist on strict performance of any term or condition of this Agreement will be deemed a waiver thereof, or a waiver of any right to performance of the same or any similar or other term or condition in the future.

**12. Severability; Counterparts.**

**13. Notices.** Notices under this Agreement will be in writing and sent by a reputable overnight courier service, postage prepaid, addressed to the applicable Party at its addresses listed on the signature page. Either Party may change its address(es) for subsequent notices by giving notice to the other Party. Notice will be deemed given upon delivery or when delivery is refused.

**14. Governing Law; Venue.** This Agreement is governed by the substantive applicable laws of the state in which the Project is located, excluding its conflicts of law provisions. Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in the county in which the Project is located. The Parties irrevocably submit to those courts' venue and jurisdiction. The Parties waive all defenses of lack of personal jurisdiction and forum non-conveniens. A final judgment in any such suit or action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

[Signature Page to Follow]

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IN WITNESS WHEREOF, Landlord and Amazon have executed this Agreement on the dates set forth below.


LANDLORD:

AMAZON:

NEW WEST MICHIGAN III INDUSTRIAL  
INVESTORS, L.L.C., a Michigan limited  
liability company


AMAZON.COM SERVICES LLC

By: KOJAIAN PARTNERS III, L.L.C.,  
a Michigan limited liability company  
Its: Sole Member

By:   
Print Name Joshua Abells  
Its: Authorized Signatory  
Date Signed: 1/3/2020

By: KOJAIAN PARTNERS III-M, INC., a  
Michigan corporation  
Its: Manager

To Amazon:  
c/o Amazon.com, Inc.  
Attention: Real Estate Manager (NA Ops: DGR6)  
410 Terry Ave N  
Seattle, WA 98109

By:   
Anthony G. Antone, Esq.  
Its: Vice President

c/o Amazon.com, Inc.  
Attention: General Counsel (Real Estate NA Ops:  
DGR6)  
410 Terry Ave N  
Seattle, WA 98109

Date Signed: 1/3/20

To Landlord:  
New West Michigan III Industrial Investors,  
L.L.C.  
39400 Woodward Avenue, Suite 250  
Bloomfield Hills, MI 48304

And via email to:  
[na-realestate@amazon.com](mailto:na-realestate@amazon.com);  
[legal-us-realestate@amazon.com](mailto:legal-us-realestate@amazon.com)  
Subject line: Re: DGR6

New West Michigan III Industrial Investors, L.L.C. v Amazon.Com Services, LLC

US District Court – Western District Case No.: \_\_\_\_\_

Honorable \_\_\_\_\_

**TAB 2**

To

Plaintiff's Complaint and Jury Demand

**BC-RENO-2020-0342 Summary**

Printed: Monday, June 01, 2020

Type: Building Permit - Commercial or 3+ Family Renovation (Interior &  
 Title: 3951 Trade Drive SE Selective Demolition  
 Address: 3951 TRADE DR SE  
 Parcel: 41-18-20-300-070

**Waiting to Inspect**

Description: Selective demolition of the existing facility, including removal of interior partitions and abandoned interior equipment, smoothing/grinding of floor concrete to prepare for new work, removal of existing dock doors, select demolition of existing wall to prepare for new dock doors, saw cutting of slab to prepare for new uses, removal of existing cement/asphalt at new dock doors, removal of any contaminated soils (pending soils test). Removal of broken window panes. Other demolition as required to prepare building for new tenant.

Assigned Staff: Travis VanLuyn tvanluyn@grand-rapids.mi.us

File Date: 2/20/2020

**APPLICANT**

Eric Bratt PE, MBA, LEED AP BD-C  
 Progressive A&E  
 1811 4 Mile Rd NE  
 Grand Rapids, MI 49525

Work: 6169884873

Email: bratte@progressiveae.com

**ARCHITECT**

Eric Bratt PE, MBA, LEED AP BD-C  
 Progressive A&E  
 1811 4 Mile Rd NE  
 Grand Rapids, MI 49525

Work: 6169884873

Email: bratte@progressiveae.com

**OWNER**

NEW WEST MICHIGAN III INDUSTRIAL  
 INVESTORS LLC  
 39400 WOODWARD AVE STE 250  
 BLOOMFIELD HILLS, MI 48304

**PROJECT INFORMATION**

HVAC Work Included	No	Electrical Work Included	No
Plumbing Work Included	No	Fire Suppression Work Included	No
Construction Cost	2147844.00	Type of Construction	2B (602.2)
Actual Building Height	50	Number of Stories	3
Building Footprint	467027	Work Area	467027
Census Class Description	Commercial Addn-Remodel	Number of Buildings	1
Expiration Date	10/17/2020		

**USE AND OCCUPANCY**

Use Group	S-1 (311.2)	Use Group Description	Storage Moderate Hazard
Residential Units Exist Occupiable	0	Residential Units New White Box	0
Residential Units New Occupiable	0	Commercial Units Exist Occupiable	0
Commercial Units New White Box	0	Commercial Units New Occupiable	0

**FIRE PROTECTION**

Fire Suppression Equipped	Yes	Fire Suppression Type	NFPA 13
Alternative Extinguishing System	No	Standpipes Equipped	Yes
Fire Alarm System	Yes	Fire Detection System	No

**PLAN REVIEW**

Electrical Plan Requirement	No	Mechanical Plan Requirement	No
Plumbing Plan Requirement	No	Specialized Plan Requirement	No
Architect-Engineer Role	Design-Submittal-As Requested Site Visits	Required Plans	After you review the application summary and submit your application, you will be prompted to upload plans and any necessary supporting documents. Based upon your application, the following plan types will be required, which must be uploaded in PDF format: Site Plan   Architectural/Structural Plan   Soil Erosion Control Plan   Drainage/Utility Plan. In addition to these plan types, any other submittal items necessary for the plans examiner to evaluate the proposed project should also be provided. To request deferred submittal of any required plan type, list it in the section below. Some uses are ineligible for deferred plan submittal.

Plans Acknowledgement CHECKED

**ENERGY CONSERV-SUSTAINABILITY**

Building Energy Compliance	No	Addition Energy Compliance	Yes
Equipment Energy Compliance	Yes	Sustainability	None

**PROPOSED USE**

Single Family Residential Proposed Use	UNCHECKED	Duplex Proposed Use	UNCHECKED
Townhome Proposed Use	UNCHECKED	Multi-family Proposed Use	UNCHECKED
Office Proposed Use	UNCHECKED	Medical-Dental Proposed Use	UNCHECKED
Retail Proposed Use	UNCHECKED	Party Store Proposed Use	UNCHECKED
Restaurant Proposed Use	UNCHECKED	Bar-Club Proposed Use	UNCHECKED
Assembly Proposed Use	UNCHECKED	Hotel-Motel Proposed Use	UNCHECKED
Sports Club Proposed Use	UNCHECKED	Drive-Thru Proposed Use	UNCHECKED
Salon-Styling Proposed Use	UNCHECKED	Auto Service Proposed Use	UNCHECKED
Auto Sales Proposed Use	UNCHECKED	Industrial Proposed Use	CHECKED
Institutional Proposed Use	UNCHECKED	Marijuana Proposed Use	UNCHECKED

Other Proposed Use      UNCHECKED

**CURRENT USE**

Single Family Residential Current Use	UNCHECKED	Duplex Current Use	UNCHECKED
Townhome Current Use	UNCHECKED	Multi-family Current Use	UNCHECKED
Office Current Use	UNCHECKED	Medical-Dental Current Use	UNCHECKED
Retail Current Use	UNCHECKED	Party Store Current Use	UNCHECKED
Restaurant Current Use	UNCHECKED	Bar-Club Current Use	UNCHECKED
Assembly Current Use	UNCHECKED	Hotel-Motel Current Use	UNCHECKED
Sports Club Current Use	UNCHECKED	Drive-Thru Current Use	UNCHECKED
Salon-Styling Current Use	UNCHECKED	Auto Service Current Use	UNCHECKED
Auto Sales Current Use	UNCHECKED	Industrial Current Use	CHECKED
Institutional Current Use	UNCHECKED	Other Current Use	UNCHECKED

**SITE DETAILS**

Water Service Connection	Existing	Fire Service Connection	Existing
Excavation Area	20000	Parking Area	0
Modifying Stormwater Drainage	No	Changing Traffic Circulation	No
New or Modified Curb Cuts	Yes	Changing Driveway Width	Yes
Work in Public Right-of-Way	No		

**SPECIAL INSPECTIONS**

Soil Boring Special Insp	No	Soil Compaction Special Insp	No
Concrete Special Insp	No	Precast Fabrication Special Insp	No
Precast Erection Special Insp	No	Masonry Special Insp	No
Steel Fabrication Special Insp	No	Steel Erection Special Insp	No
Fabricated Wood Special Insp	No	Intumescent Paint Special Insp	No
Fireproofing Special Insp	No	Fire Resistant Joint Special Insp	No

**LOCATION**

Zone District	SD-IT	Zone Neighborhood Class	MON
Historic District	Not Historic	Ward	3
Neighborhood	ken-O-Sha Park	Inspector Area	SOUTH

**USE GROUP**

Use Group	Floor
S-1 (311.2)	1
S-2 (311.3)	1
B (304.1)	2

S-2 (311.3)

3

**PROCESSING STATUS** (chronological)**Intake**

2/21/2020 Staff:

***Waiting for Plans***

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**Intake**

2/21/2020 Staff: Plan Room

***Plans Received***

---

**Intake**

2/24/2020 Staff: William Hordyk

whordyk@grand-rapids.mi.us

(616) 456-3134

***Counter Approval***

Counter approval as selective interior demolition and repairs.

No final use and occupancy can be established until such time a permit is applied for and inspector for a specific use.

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**Issuance**

2/25/2020 Staff: Brooke Hovenkamp

bhovenkamp@grand-rapids.mi.us

616-456-3389

***Ready to Issue***

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**Issuance**

4/17/2020 Staff: Chase Murphy

cmurphy@grand-rapids.mi.us

(616) 456-3205

***Issued***

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**FEES**

Invoice: 1000352808 on 04/14/2020

Commercial Building Application 40.00

Commercial Building Permit 13428.75

Building Plan Review 1346.00

Commercial Zoning Permit 235.00

**Total Invoiced :** 15049.75**Payments:** 15049.75 **Balance:** 0.00

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**TAB 3**

To

Plaintiff's Complaint and Jury Demand





# BC-RENO-2020-0471 Summary

Printed: Monday, June 01, 2020

Type: Building Permit - Commercial or 3+ Family Renovation (Interior &  
Title: 3951 Trade Drive SE Renovation  
Address: 3951 TRADE DR SE  
Parcel: 41-18-20-300-070

**Closed-Withdrawn**

Description: Renovation of existing building. Façade improvements include replacement of existing windows with GR-compliant glazing, relocation of loading docks to north side, and patching/painting of exterior metal cladding as required. Interior will include buildout of office block on first level, conversion of portion of first floor into delivery fulfillment area/conveyor system, and dedicated, separate parking space. Third floor space will also be converted to parking with a new ramp. Mechanical systems will be replaced to address space conditioning and life safety (CO and NO2 for parking/vehicles).

Assigned Staff: Travis VanLuyn tvanluyn@grand-rapids.mi.us

File Date: 3/11/2020

**APPLICANT**

Eric Bratt PE, MBA, LEED AP BD-C  
Progressive A&E  
1811 4 Mile Rd NE  
Grand Rapids, MI 49525

Work: 6169884873

Email: bratte@progressiveae.com

**ARCHITECT**

Eric Bratt PE, MBA, LEED AP BD-C  
Progressive A&E  
1811 4 Mile Rd NE  
Grand Rapids, MI 49525

Work: 6169884873

Email: bratte@progressiveae.com

**OWNER**

NEW WEST MICHIGAN III INDUSTRIAL  
INVESTORS LLC  
39400 WOODWARD AVE STE 250  
BLOOMFIELD HILLS, MI 48304

**PROJECT INFORMATION**

HVAC Work Included	Yes	Electrical Work Included	Yes
Plumbing Work Included	Yes	Fire Suppression Work Included	Yes
Construction Cost	5716156.00	Type of Construction	2B (602.2)
Actual Building Height	50	Number of Stories	3
Building Footprint	499512	Work Area	906248
Census Class Description	Commercial Addn-Remodel	Number of Buildings	1

**USE AND OCCUPANCY**

Use Group	S-1 (311.2)	Use Group Description	Storage Moderate Hazard
Occupant Load	2396	Use and Occupancy Change	Yes
Residential Units Exist Occupiable	0	Residential Units New White Box	0
Residential Units New Occupiable	0	Commercial Units Exist Occupiable	1
Commercial Units New White Box	0	Commercial Units New Occupiable	1

**FIRE PROTECTION**

Fire Suppression Equipped	Yes	Fire Suppression Type	NFPA 13
Alternative Extinguishing System	No	Standpipes Equipped	Yes

Fire Alarm System

Yes

Fire Detection System

No

**PLAN REVIEW**Electrical Plan  
Requirement

Yes

Mechanical Plan  
Requirement

Yes

Plumbing Plan  
Requirement

Yes

Specialized Plan  
Requirement

Yes

Architect-Engineer Role

Design-Submittal-As  
Requested Site Visits

Required Plans

After you review the application summary and submit your application, you will be prompted to upload plans and any necessary supporting documents.

Based upon your application, the following plan types will be required, which must be uploaded in PDF format:

Site Plan |  
Architectural/Structural Plan | Electrical Plan |  
Mechanical Plan |  
Plumbing Plan | Soil  
Erosion Control Plan |  
Drainage/Utility Plan |  
Specialized Plan  
(examples: fire alarm, sprinkler, food service). In addition to these plan types, any other submittal items necessary for the plans examiner to evaluate the proposed project should also be provided. To request deferred submittal of any required plan type, list it in the section below. Some uses are ineligible for deferred plan submittal.

Plans Acknowledgement CHECKED

**ENERGY CONSERV-SUSTAINABILITY**Building Energy  
Compliance

Yes

Addition Energy  
Compliance

Yes

Equipment Energy  
Compliance

Yes

Sustainability

None

**PROPOSED USE**Single Family Residential  
Proposed Use

UNCHECKED

Duplex Proposed Use

UNCHECKED

Townhome Proposed Use

UNCHECKED

Multi-family Proposed Use

UNCHECKED

Office Proposed Use

UNCHECKED

Medical-Dental Proposed  
Use

UNCHECKED

Retail Proposed Use

UNCHECKED

Party Store Proposed Use

UNCHECKED

Restaurant Proposed Use

UNCHECKED

Bar-Club Proposed Use

UNCHECKED

Assembly Proposed Use	UNCHECKED	Hotel-Motel Proposed Use	UNCHECKED
Sports Club Proposed Use	UNCHECKED	Drive-Thru Proposed Use	UNCHECKED
Salon-Styling Proposed Use	UNCHECKED	Auto Service Proposed Use	UNCHECKED
Auto Sales Proposed Use	UNCHECKED	Industrial Proposed Use	CHECKED
Institutional Proposed Use	UNCHECKED	Marijuana Proposed Use	UNCHECKED
Other Proposed Use	UNCHECKED		

**CURRENT USE**

Single Family Residential Current Use	UNCHECKED	Duplex Current Use	UNCHECKED
Townhome Current Use	UNCHECKED	Multi-family Current Use	UNCHECKED
Office Current Use	UNCHECKED	Medical-Dental Current Use	UNCHECKED
Retail Current Use	UNCHECKED	Party Store Current Use	UNCHECKED
Restaurant Current Use	UNCHECKED	Bar-Club Current Use	UNCHECKED
Assembly Current Use	UNCHECKED	Hotel-Motel Current Use	UNCHECKED
Sports Club Current Use	UNCHECKED	Drive-Thru Current Use	UNCHECKED
Salon-Styling Current Use	UNCHECKED	Auto Service Current Use	UNCHECKED
Auto Sales Current Use	UNCHECKED	Industrial Current Use	CHECKED
Institutional Current Use	UNCHECKED	Other Current Use	UNCHECKED

**SITE DETAILS**

Water Service Connection	Existing	Fire Service Connection	Existing
Excavation Area	20000	Parking Area	685000
Modifying Stormwater Drainage	No	Changing Traffic Circulation	Yes
New or Modified Curb Cuts	No	Changing Driveway Width	Yes
Work in Public Right-of-Way	No		

**SPECIAL INSPECTIONS**

Soil Boring Special Insp	No	Soil Compaction Special Insp	No
Concrete Special Insp	No	Precast Fabrication Special Insp	No
Precast Erection Special Insp	No	Masonry Special Insp	No
Steel Fabrication Special Insp	No	Steel Erection Special Insp	No
Fabricated Wood Special Insp	No	Intumescent Paint Special Insp	No
Fireproofing Special Insp	No	Fire Resistant Joint Special Insp	No

**LOCATION**

Zone District	SD-IT	Zone Neighborhood Class	MON
Historic District	Not Historic	Ward	3
Neighborhood	ken-O-Sha Park	Inspector Area	SOUTH

**USE GROUP**

Use Group	Floor
S-1 (311.2)	1
S-2 (311.3)	1
B (304.1)	2

**DEFERRED PLANS**

Plan Type	Designer Responsible	Company Name	Expected Submittal Date	Notes
Sprinkler	Fire Protection Contractor	TBD	04/11/2020	
Fire Alarm	Fire Alarm Contractor	TBD	04/11/2020	
Site Plan	Progressive AE	Progressive AE	03/12/2020	LUDS forthcoming

**PROCESSING STATUS** (*chronological*)**Intake**

3/11/2020 Staff:

***Waiting for Plans*****Intake**

3/12/2020 Staff: Plan Room

***Plans Received*****Intake**

3/17/2020 Staff: William Hordyk

whordyk@grand-rapids.mi.us

(616) 456-3134

***Application Entered***

Application Entered

116\_ page plan with electrical, mechanical, and plumbing drawings.

**Historic Review**

3/17/2020 Staff: William Hordyk

whordyk@grand-rapids.mi.us

(616) 456-3134

***Waived*****Plumbing Review**

3/19/2020 Staff: Marvin Schierbeek

mschier@grand-rapids.mi.us

(616) 456-3157

***Approved*****Electrical Review**

3/23/2020 Staff: Ed Longstreet

elongstreet@grand-rapids.mi.us

616-456-3048

***Approved***

2017 Michigan Electrical Code Rules Part 8 (MECR) and the 2017 National Electrical Code (NEC) applies and will be used to resolve issues in the event of field changes, installation conflicts or missed review items.

**Fire Dept Review**

3/24/2020 Staff: Eric Dokter

edokter@grand-rapids.mi.us

(616) 456-3803

**Deferred**

The applicant has noted "deferred submittals" on the construction documents and has requested deferral of the trade documents. These documents, once completed and sealed by the registered Design Professional for each respective trade, shall be provided to the Design Professional in Responsible Charge (DPRC) for review. Once the DPRC has completed their review for compliance with the building's design, the documents SIGNED AND SEALED BY THE TRADE DESIGN PROFESSIONAL shall be forwarded to City with the applicable transmittal form SIGNED BY THE DPRC.

NO WORK shall commence by the deferred trades, and no concealment of structural work shall occur until the required documents have been reviewed by the DPRC and approved by the City.

The Owner and Applicant proceed at their own risk with regard to any rework, demolition or redesign required by final design and approval of the deferred documents. This risk specifically includes, but is not limited to, underground and cast-in-place elements of trade-specific work.

**Water Review**

3/25/2020 Staff: Lawrence Olson lolson@grand-rapids.mi.us (616) 456-4074

**Add'l Info Req'd**

An approved LUDS permit (site plan / engineering / storm water) will be required prior to issuance of a building permit. See Water comments on L-Dev-2020-0074.

**Building Review**

3/25/2020 Staff: Steve Devlaeminck sdevlaem@grand-rapids.mi.us (616) 456-3058

**Add'l Info Req'd**

Please see Plan room for comments.

**Planning Review**

3/26/2020 Staff: Andrew Bowman abowman@grand-rapids.mi.us (616) 456-3652

**Add'l Info Req'd**

See Plan Room for remaining issue. LUDS Permit Plan approval required.

**Stormwater Review**

3/26/2020 Staff: Daniel Taber dtaber@grand-rapids.mi.us (616) 456-3104

**App'd with Conditions**

Will require approval of LUDS permit and issuance of soil erosion control plan.

**Engineering Review**

3/26/2020 Staff: Daniel Nederhoed dnederhoed@grand-rapids.mi.us (616) 456-4471

**Add'l Info Req'd**

See plan room comments.

**Traffic Review**

3/26/2020 Staff: Daniel Nederhoed dnederhoed@grand-rapids.mi.us (616) 456-4471

**Add'l Info Req'd**

See engineering's plan room comments.

**Mechanical Review**

3/27/2020 Staff: Mark Griffie mgriffie@grand-rapids.mi.us (616) 456-4544

**Add'l Info Req'd**

See plan room issue

**Plan Review**

3/27/2020 Staff: Darrell Singleton dsingleton@grand-rapids.mi.us 616-456-3971

**Plan Review Letter Sent**

**Plan Review**

3/31/2020 Staff: Plan Room

***Revision Received***

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**Intake**

4/1/2020 Staff: William Hordyk whordyk@grand-rapids.mi.us (616) 456-3134

***Addendum Entered***  
Revision entered

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**Building Review**

4/2/2020 Staff: Steve Devlaeminck sdevlaem@grand-rapids.mi.us (616) 456-3058

***App'd with Conditions***Please see Plan room for comments.

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**Water Review**

4/7/2020 Staff: Lawrence Olson lolson@grand-rapids.mi.us (616) 456-4074

***Add'l Info Req'd***An approved LUDS permit (site plan / engineering / storm water) will be required prior to issuance of a building permit. See Water comments on L-Dev-2020-0074.

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**Mechanical Review**

4/8/2020 Staff: Mark Griffie mgriffie@grand-rapids.mi.us (616) 456-4544

***App'd with Conditions***See plan room comments

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**Planning Review**

4/9/2020 Staff: Andrew Bowman abowman@grand-rapids.mi.us (616) 456-3652

***Add'l Info Req'd***See Plan Room for new issue and conditions.

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**Engineering Review**

4/10/2020 Staff: Daniel Nederhoed dnederhoed@grand-rapids.mi.us (616) 456-4471

***App'd with Conditions***Approved in association with the approved LUDS permit.

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**Traffic Review**

4/10/2020 Staff: Daniel Nederhoed dnederhoed@grand-rapids.mi.us (616) 456-4471

***Approved***

---

**Plan Review**

4/10/2020 Staff: Darrell Singleton dsingleton@grand-rapids.mi.us 616-456-3971

***Plan Review Letter Sent***

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**Plan Review**

4/14/2020 Staff: Plan Room

***Revision Received***

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**Intake**

4/15/2020 Staff: William Hordyk whordyk@grand-rapids.mi.us (616) 456-3134

***Addendum Entered***Response to planning entered w/ 4 revised pages

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**Water Review**

4/20/2020 Staff: Lawrence Olson lolson@grand-rapids.mi.us (616) 456-4074

***Add'l Info Req'd***

Please address issues in Plan Room

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**Planning Review**

4/20/2020 Staff: Andrew Bowman abowman@grand-rapids.mi.us (616) 456-3652

***App'd with Conditions***

See Plan Room for conditions.

---

**Plan Review**

4/20/2020 Staff: Darrell Singleton dsingleton@grand-rapids.mi.us 616-456-3971

***Plan Review Letter Sent*****Plan Review**

4/22/2020 Staff: Plan Room

***Revision Received*****Intake**

4/22/2020 Staff: William Hordyk whordyk@grand-rapids.mi.us (616) 456-3134

***Addendum Entered***

Plumbing plan entered for Water review

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**Water Review**

4/27/2020 Staff: Lawrence Olson lolson@grand-rapids.mi.us (616) 456-4074

***App'd with Conditions***

The Grand Rapids Water System/Environment Services shall provide or maintain water and sewer service to this project -- provided that all of the conditions and requirements set forth in the project approval-with-conditions letter are fulfilled.

Said letter has been issued today under separate cover to the owner, architect, and general contractor of the project. Water/sewer connection and inspection permits required.

If you have any questions or concerns, please contact the Grand Rapids Utility Engineering (Lawrence M. Olson) at 456-4074.

---

**Final Review**

4/27/2020 Staff: Louis Canfield lcanfield@grand-rapids.mi.us (616) 456-4123

***Approved*****Plan Review**

4/27/2020 Staff: Louis Canfield lcanfield@grand-rapids.mi.us (616) 456-4123

***Completed*****FEES**

Invoice: 1000352815 on 03/17/2020

Commercial Building Application	40.00
Commercial Building Permit	35735.00
Commercial Zoning Permit	235.00

Building Plan Review 3577.00

**Total Invoiced :** 39587.00

**Payments:** 0.00 **Balance:** 39587.00



New West Michigan III Industrial Investors, L.L.C. v Amazon.Com Services, LLC

US District Court – Western District Case No.: \_\_\_\_\_

Honorable \_\_\_\_\_

**TAB 4**

To

Plaintiff's Complaint and Jury Demand

**L-DEV-2020-0074 Summary**

Printed: Monday, June 01, 2020

Type: Land Use Permit - Building or Parking Lot

Title: 3951 Trade Drive SE Renovation

Address: 3951 TRADE DR SE

Parcel: 41-18-20-300-070

**Waiting for Payment**

Description: Renovation of existing building. Relocation of loading docks to north side of building. Repaving of existing truck dock on east side of building for employee parking. Addition of landscape islands around perimeter of site to define site access points. New landscaping and site lighting. Restripe existing pavement at the remainder of site

Assigned Staff: Pat Snyder (616) 456-3472 psnyder@grand-rapids.mi.us

File Date: 3/12/2020

**APPLICANT**

Eric Bratt PE, MBA, LEED AP BD-C  
Progressive A&E  
1811 4 Mile Rd NE  
Grand Rapids, MI 49525

**BUILDING OWNER**

TONY ANTONE  
NEW WEST MICHIGAN INDUSTRIAL  
INVESTORS LLC  
0

**ENGINEER**

Joshua Manion  
Progressive AE  
1811 4 Mile Road Northeast  
Grand Rapids, MI 49525

**OWNER**

NEW WEST MICHIGAN III INDUSTRIAL  
INVESTORS LLC  
39400 WOODWARD AVE STE 250  
BLOOMFIELD HILLS, MI 48304

**PERMIT TYPE**

Proposed Use	Industrial	Previous-Current Use	Industrial
Building-Parking Development	Yes	Stormwater Modification	Yes
Earth Change	Yes	Sidewalk	No
Water-Sewer Impact	No	Temporary Occupancy	No
Encroachment	No	Previous Approval	Not Approved

**PROJECT INFORMATION**

Expected Start Date	05/01/2020	Expected Finish Date	11/30/2020
Project Acres	3.05	Impervious Area-Sq Ft	52000
Distance to Water	2700	Soil Type	Loam
Land Use	Industrial	Planning Approval Type	Director Review

**LOT INFORMATION**

Lot Frontage	858	Lot Depth	762
Lot Area	1037599	Lot Shape	Irregular

**PROJECT SUMMARY**

New Building	UNCHECKED	Existing Building Expansion	UNCHECKED
Existing Building New-Expanded Use	UNCHECKED	Demo Existing Building	UNCHECKED
Increase Residential Density	UNCHECKED	New Parking	UNCHECKED
Existing Parking Expansion	CHECKED	Other Project Summary	CHECKED
Other Project Summary Text	Partial demolition of the building	Project Description	Use includes semi-truck delivery of packages, package sorting then loading packages onto delivery vans. Site will function as a 24-hour operation.

**LOCATION**

Zone District	SD-IT	Historic District	Not Historic
Ward	3	Neighborhood	ken-O-Sha Park
Service Area	Southeast	Inspector Area	South
Flood Plain	NO	Water Proximity (within 500 ft)	NO

**PROCESSING STATUS** (chronological)**Intake**

3/12/2020 Staff:  
***Waiting for Plans***

---

**Intake**

3/12/2020 Staff: Plan Room  
***Plans Received***

---

**Intake**

3/13/2020 Staff: Brooke Hovenkamp bhovenkamp@grand-rapids.mi.us 616-456-3389  
***Application Entered***  
12 page plan with site layout, soil erosion control, stormwater drainage, landscape, and lighting information.

---

**Historic Review**

3/13/2020 Staff: Brooke Hovenkamp bhovenkamp@grand-rapids.mi.us 616-456-3389  
***Waived***

---

**Intake**

3/13/2020 Staff: Brooke Hovenkamp bhovenkamp@grand-rapids.mi.us 616-456-3389  
***Add'l Info Req'd***  
The applicant of record is currently not the property owner. Per Chapter 67 of the Grand Rapids City Code, only a land owner can be issued a LUDS Permit. To update your application, please complete our online request form: <https://www.grandrapidsmi.gov/Services/Request-to-be-Added-to-An-Existing-Application>. If you have any questions, please contact us at devcenter@grcity.us. Thank you!

---

**Water Review**

3/18/2020 Staff: Lawrence Olson lolson@grand-rapids.mi.us (616) 456-4074

***Add'l Info Req'd***

Please address issue in Plan Room

---

**Traffic Review**

3/20/2020 Staff: Daniel Nederhoed dnederhoed@grand-rapids.mi.us (616) 456-4471

***Approved*****Engineering Review**

3/20/2020 Staff: Daniel Nederhoed dnederhoed@grand-rapids.mi.us (616) 456-4471

***App'd with Conditions***

See plan room comment.

---

**Planning Review**

3/23/2020 Staff: Andrew Bowman abowman@grand-rapids.mi.us (616) 456-3652

***Add'l Info Req'd***

See Plan Room for issues and conditions.

---

**Stormwater Review**

3/25/2020 Staff: Daniel Taber dtaber@grand-rapids.mi.us (616) 456-3104

***Add'l Info Req'd***

See plan room comments. Minor SESC modifications required. Please provide drainage design information.

---

**Stormwater Review**

3/25/2020 Staff: Daniel Taber dtaber@grand-rapids.mi.us (616) 456-3104

***Add'l Info Req'd***

See plan room comments. Minor SESC modifications required. Please provide drainage design information.

---

**Intake**

3/31/2020 Staff: Plan Room

***New Document*****Water Review**

4/1/2020 Staff: Lawrence Olson lolson@grand-rapids.mi.us (616) 456-4074

***Add'l Info Req'd***

Please address issue in Plan Room

---

**Intake**

4/1/2020 Staff: Plan Room

***Plans Received*****Plan Review**

4/1/2020 Staff: Plan Room

***Revision Received*****Intake**

4/1/2020 Staff: Brooke Hovenkamp bhovenkamp@grand-rapids.mi.us 616-456-3389

***Addendum Entered***

14 page revised plan submitted for review.

---

**Water Review**

4/7/2020 Staff: Lawrence Olson lolson@grand-rapids.mi.us (616) 456-4074

***Add'l Info Req'd***

Please address issue in Plan Room

---

**Stormwater Review**

4/8/2020 Staff: Daniel Taber dtaber@grand-rapids.mi.us (616) 456-3104

***App'd with Conditions***

Approved in conjunction with complete plan documents and standard details.

It shall be the responsibility of the property owner and all other persons participating in, causing or being factually or legally responsible for any earth change to provide soil erosion and sedimentation control to adequately prevent soil from being eroded and discharged onto adjacent properties, or into a City Stormwater Drainage System, a public street or right-of-way, wetland, creek, stream, water body or floodplain. Non-compliance with this will result in violation notices with re-inspection fees.

---

**Planning Review**

4/9/2020 Staff: Andrew Bowman abowman@grand-rapids.mi.us (616) 456-3652

***App'd with Conditions***

See Plan Room for conditions.

---

**Intake**

4/14/2020 Staff: Plan Room

***New Document***

A new document was uploaded to the Plan Room.

---

**Water Review**

4/14/2020 Staff: Lawrence Olson lolson@grand-rapids.mi.us (616) 456-4074

***App'd with Conditions***

Based on revised utility drawing emailed on 4/14/20.

Domestic and irrigation meters will be sized during the building permit review

A review letter with conditions for water and sewer permits will be issued during the building permit process.

Work done on public and/or private water/sewer/storm is to be performed by a registered underground contractor (RUC) with the City of Grand Rapids: Only RUC may pull permits and schedule inspections for utility work

If you have additional questions please contact Larry Olson at 616-456-4074 or email lolson@grcity.us.

---

**Intake**

4/16/2020 Staff: Plan Room

***Plans Received*****Plan Review**

4/16/2020 Staff: Plan Room

***Revision Received*****Intake**

4/16/2020 Staff: Brooke Hovenkamp bhovenkamp@grand-rapids.mi.us 616-456-3389

***Document Filed*****Final Review**

4/16/2020 Staff: Linda Cowdin lcowdin@grand-rapids.mi.us 616-456-4506

**Plan Review**

4/16/2020 Staff: Linda Cowdin lcowdin@grand-rapids.mi.us 616-456-4506  
**Completed**

---

**Issuance**

4/16/2020 Staff: Louis Canfield lcanfield@grand-rapids.mi.us (616) 456-4123  
**Permit Doc Sent**

---

**Issuance**

4/20/2020 Staff: Linda Cowdin lcowdin@grand-rapids.mi.us 616-456-4506  
**Ready to Issue**  
Your payment has been received, thank you. Please sign and date the permit document (p.2 of previously emailed packet), indicate the project start date, and upload a scanned copy or email it to devcenter@grcity.us

---

**FEES**

Invoice: 1000352929 on 03/13/2020

Dev Compliance Application Review Director	973.00	
Dev Compliance Permit	93.00	
SESC Application Review	204.00	
SESC Permit	794.00	
Stormwater Application Review	571.00	
Stormwater Permit	620.00	
<b>Total Invoiced :</b>	<b>3255.00</b>	
<b>Payments:</b>	<b>3255.00</b>	<b>Balance: 0.00</b>

New West Michigan III Industrial Investors, L.L.C. v Amazon.Com Services, LLC

US District Court – Western District Case No.: \_\_\_\_\_

Honorable \_\_\_\_\_

**TAB 5**

To

Plaintiff's Complaint and Jury Demand



May 1, 2020

**VIA EMAIL**

New West Michigan III Industrial Investors, L.L.C.  
39400 Woodward Avenue, Suite 250  
Bloomfield Hills, MI 48304  
Attn: Anthony G. Antone  
Email: [tantone@Kojaian.com](mailto:tantone@Kojaian.com)

Dawda Mann, PLC  
Dawda Mann Building  
39533 Woodward Avenue, Suite 200  
Bloomfield Hills, MI 48304  
Attn: Edward C. Dawda  
Email: [edawda@dmms.com](mailto:edawda@dmms.com)

RE: Termination of the Early Access Agreement for 3951 Trade Drive SE, Grand Rapids, MI (the "Site")

Anthony G. Antone:


Amazon.com Services LLC ("Amazon") and New West Michigan III Industrial Investors, L.L.C. ("Landlord") recently terminated lease negotiations and Amazon is no longer a prospective tenant for the Site. Prior to such termination, Amazon and Landlord entered into that certain Early Access Agreement ("Agreement") dated January 3, 2020 to perform surveys, studies, due diligence and construction activities at the Site ("Onsite Work").

As a result, effective immediately, Amazon terminates the Agreement under Section 1 of the Agreement. We understand that Amazon's representatives are making alternative arrangements with Landlord to remove our equipment, materials, products, and other improvements. To the extent Landlord possesses any confidential information, copyrighted materials, or work product owned by Amazon, please return such work product at your earliest convenience.

Thank you.

**Amazon**

**Amazon.com Services LLC**

By:   
Name: Joshua Abells  
Title: Authorized Signatory  
Date: May 1, 2020





New West Michigan III Industrial Investors, L.L.C. v Amazon.Com Services, LLC

US District Court – Western District Case No.: \_\_\_\_\_

Honorable \_\_\_\_\_

**TAB 6**

To

Plaintiff's Complaint and Jury Demand

---

**From:** Tony Antone <tantone@Kojaian.com>  
**Sent:** Monday, May 04, 2020 11:57 AM  
**To:** Reid, Stacy  
**Cc:** C. Michael Kojaian; zachary.browning@foster.com; Ed Dawda  
**Subject:** RE: DGR6 - EAA termination

Stacy,

I received your email with Amazon's written notice of termination of the Access Agreement. We are disappointed that Amazon has chosen not to enter into the lease.

As we have discussed before, we had a very good experience in Romulus, Michigan with Seefried Properties / Amazon and are confident that we can find a mutual positive path forward on 3951 Trade Drive in Grand Rapids, Michigan.

Under paragraph 3 of the Access Agreement, Amazon is now required to "remove all of its equipment, materials, products and other improvements to return the Project to a condition no worse than its condition as of the Effective Date." You may not realize the extent to which Amazon made major alterations to our property over the last several months. Below is a link to a Dropbox folder with a number of videos showing the current state of our property.

[https://www.dropbox.com/sh/wglfuawopn4p3t1/AABlzZFzmNW-IRKAbSKbmP\\_8a?dl=0](https://www.dropbox.com/sh/wglfuawopn4p3t1/AABlzZFzmNW-IRKAbSKbmP_8a?dl=0)

As you can see, our property is in much worse condition than it was as of the Effective Date of the Access Agreement.

We have retained an independent third-party engineering firm to determine the magnitude of the changes which were made to our property. This firm will prepare a detailed report including estimated costs for the required scope. After viewing the videos, you will understand that we have a number of serious concerns, including but not limited to structural integrity / life safety / code violations / our 20 year roof warranty / Association violations / blighted building exterior appearance / etc.

Given the extent of the work / demolition and alterations performed by Amazon to date (which you may or may not know) and the extent of the requirements to restore our property, we feel it is in all of our best interests to try to figure out an amicable solution.

Since you and I spoke last Tuesday, we have had a conversation with our lender to express our desire to work out a creative solution which will benefit all parties involved. Of course, if we cannot come to terms on a lease or sale, we are confident that Amazon will fulfill its obligations under the Access Agreement.

Thank you in advance for your thoughts toward a mutually beneficial path forward.

Tony

Tony Antone  
Executive Vice President  
**KOJAIA MANAGEMENT CORPORATION**  
39400 Woodward Avenue, Suite 250  
Bloomfield Hills, MI 48304  
(248) 644-7600  
(248) 644-7630 Fax

---

**From:** Reid, Stacy <[stareid@amazon.com](mailto:stareid@amazon.com)>  
**Sent:** Friday, May 1, 2020 5:51 PM  
**To:** Tony Antone <[tantone@kojaian.com](mailto:tantone@kojaian.com)>  
**Subject:** DGR6 - EAA termination

Hi Tony,

Attached is a signed termination of the EAA. Please let me a good time next week for your to get on the phone with our construction manager to go through restoration items.

Stacy Reid  
206-890-9808

#### **Disclaimer**

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

New West Michigan III Industrial Investors, L.L.C. v Amazon.Com Services, LLC

US District Court – Western District Case No.: \_\_\_\_\_

Honorable \_\_\_\_\_

**TAB 7**

To

Plaintiff's Complaint and Jury Demand

---

**From:** Tony Antone <tantone@Kojaian.com>  
**Sent:** Tuesday, May 12, 2020 4:34 PM  
**To:** Reid, Stacy  
**Cc:** C. Michael Kojaian; zachary.browning@foster.com; Ed Dawda  
**Subject:** RE: DGR6 - EAA termination  
**Attachments:** 3951 Trade Drive - BUDGET 5-11-2020.pdf

Stacy,

Following up on my email to you on Friday, an independent commercial contractor completed an initial inspection and evaluation of the building and has provided its assessment of the necessary restoration work required of Amazon under the Access Agreement. The initial assessment, which is subject to a number of conditions, is attached and currently totals \$9,425,500, which does not include any costs related to restoring the structural integrity of the building. This information should assist you in either tendering a market-value purchase offer for the property or understanding the substantial cost Amazon will incur in restoring the property.

A structural engineer also completed a preliminary assessment of the building to determine the extent of structural damage that occurred during the demolition work. We expect a report from the structural engineer in the coming days. We will provide an estimate of the associated incremental costs for necessary structural restoration. We will continue to assess the building to determine what protective advances are necessary.

Thank you.

Tony

Tony Antone  
Executive Vice President  
**KOJAIAN MANAGEMENT CORPORATION**  
39400 Woodward Avenue, Suite 250  
Bloomfield Hills, MI 48304  
(248) 644-7600  
(248) 644-7630 Fax

**From:** Tony Antone <tantone@Kojaian.com>  
**Sent:** Friday, May 8, 2020 4:38 PM  
**To:** Reid, Stacy <stareid@amazon.com>  
**Cc:** C. Michael Kojaian <cmk@Kojaian.com>; zachary.browning@foster.com; Ed Dawda <edawda@dmms.com>  
**Subject:** Re: DGR6 - EAA termination

Stacy,

I am responding to your email earlier this week, and your voicemail message from last night. I appreciate your follow-up. We have personnel on site evaluating the needed restoration work, and will revert back early next week after we have the preliminary assessment. We will share this with you on a macro basis to enable you, if you so desire, to make a meaningful offer for the building, or you can wait for our thorough third party assessment and instead restore the property. We remain deeply concerned about the safety of the building, including potential code violations, and will take emergency actions for safety and insurance reasons if required.

I hope you have a nice weekend.



Tony

Tony Antone  
Executive Vice President  
**KOJAIA MANAGEMENT CORPORATION**  
39400 Woodward Avenue, Suite 250  
Bloomfield Hills, MI 48304  
(248) 644-7600  
(248) 644-7630 Fax

---

**From:** "Reid, Stacy" <[stareid@amazon.com](mailto:stareid@amazon.com)>  
**Date:** Monday, May 4, 2020 at 8:31 PM  
**To:** Tony Antone <[tantone@kojaian.com](mailto:tantone@kojaian.com)>  
**Cc:** "C. Kojaian" <[cmk@kojaian.com](mailto:cmk@kojaian.com)>, "zachary.browning@foster.com" <[zachary.browning@foster.com](mailto:zachary.browning@foster.com)>, Edward Dawda <[edawda@dmms.com](mailto:edawda@dmms.com)>  
**Subject:** RE: DGR6 - EAA termination

I have forwarded this to our construction team to review.

As discussed, we did not get approval to move forward on a lease but if you would consider a sale, it would be worth another conversation.

Stacy Reid  
206-890-9808

---

**From:** Tony Antone <[tantone@kojaian.com](mailto:tantone@kojaian.com)>  
**Sent:** Monday, May 4, 2020 8:57 AM  
**To:** Reid, Stacy <[stareid@amazon.com](mailto:stareid@amazon.com)>  
**Cc:** C. Michael Kojaian <[cmk@kojaian.com](mailto:cmk@kojaian.com)>; [zachary.browning@foster.com](mailto:zachary.browning@foster.com); Ed Dawda <[edawda@dmms.com](mailto:edawda@dmms.com)>  
**Subject:** RE: [EXTERNAL] DGR6 - EAA termination

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Stacy,

I received your email with Amazon's written notice of termination of the Access Agreement. We are disappointed that Amazon has chosen not to enter into the lease.

As we have discussed before, we had a very good experience in Romulus, Michigan with Seefried Properties / Amazon and are confident that we can find a mutual positive path forward on 3951 Trade Drive in Grand Rapids, Michigan.

Under paragraph 3 of the Access Agreement, Amazon is now required to "remove all of its equipment, materials, products and other improvements to return the Project to a condition no worse than its condition as of the Effective Date." You may not realize the extent to which Amazon made major alterations to our property over the last several months. Below is a link to a Dropbox folder with a number of videos showing the current state of our property.

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Given the extent of the work / demolition and alterations performed by Amazon to date (which you may or may not know) and the extent of the requirements to restore our property, we feel it is in all of our best interests to try to figure out an amicable solution.

Since you and I spoke last Tuesday, we have had a conversation with our lender to express our desire to work out a creative solution which will benefit all parties involved. Of course, if we cannot come to terms on a lease or sale, we are confident that Amazon will fulfill its obligations under the Access Agreement.

Thank you in advance for your thoughts toward a mutually beneficial path forward.

Tony

Tony Antone  
Executive Vice President  
**KOJAIA MANAGEMENT CORPORATION**  
39400 Woodward Avenue, Suite 250  
Bloomfield Hills, MI 48304  
(248) 644-7600  
(248) 644-7630 Fax

---

**From:** Reid, Stacy <[stareid@amazon.com](mailto:stareid@amazon.com)>  
**Sent:** Friday, May 1, 2020 5:51 PM  
**To:** Tony Antone <[tantone@kojaian.com](mailto:tantone@kojaian.com)>  
**Subject:** DGR6 - EAA termination

Hi Tony,

Attached is a signed termination of the EAA. Please let me a good time next week for your to get on the phone with our construction manager to go through restoration items.

Stacy Reid  
206-890-9808

**Disclaimer**

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*Budget Pricing  
for*

3951 Trade Drive - Restoration from Demolition  
as of 05/11/2020

Item:	Building Restoration Items - Shell & Exterior	
1	Parking Lot - repair only areas damaged from equipment and demolition	\$ 100,000
2	Siding - Fix damage caused to exterior	\$ 10,000
3	Masonry - replace areas of 12" concrete masonry units removed in center two story atrium	\$ 200,000
4	Replace Cambridge HVAC air handlers removed and discarded to restore heat to building, reconnect gas	\$ 300,000
5	Gas Pipe - replace all sections removed to restore heat - replace missing large diameter main	\$ 150,000
6	Fire Protection - replace missing sections that were removed, turn up heads to deck, and verify coverage	\$ 100,000
7	Glass - top of exterior wall - install at top of building all perimeter glass that was removed and replaced with temporary plywood	\$ 600,000
8	Glass - Replace broken window panels at lower levels caused by contractor activities	\$ 10,000
9	Roofing - Restore missing areas where temporary roofing was installed *	\$ 42,000
10	Structure Integrity - Replace structure from damage caused by demolition based on prelim engineering calcs **	??
11	Freight Elevator - Fix Shaft and install elevator in working condition	\$ 400,000
12	Overhead Door - replace door damaged door panel	\$ 5,000
13	SUB-TOTAL for Shell and Exterior	\$ 1,917,000
Building Restoration Items - Interior		
14	Concrete Slab Fix where Ramp was removed and floor structure damaged	\$ 50,000
15	Replace ductwork removed by demolition on 2nd floor that feeds 1st floor office area	\$ 100,000
16	Install replacement lighting for general warehouse, wire back to panel	\$ 1,600,000
17	Replace three sets of mens/women's bathrooms completely removed during demolition	\$ 300,000
18	Office Group 1 - 8,100 SF - 2nd floor, along N wall of atrium - replace in its entirety @ \$60/sf due to complete demo	\$ 486,000
19	Office Group 2 - 8,050 SF - 2nd floor, SW corner - replace in its entirety @ \$60/sf due to complete demo	\$ 483,000
20	Office Group 3 - Showroom - 5,400 SF - 2nd floor, W side of atrium - replace in its entirety @ \$80/sf due to complete demo	\$ 432,000
21	Corner Office Pods w/ Mezz and Stair - replace 4	\$ 480,000
22	Warehouse Rooms - NE - 8,300 SF - replace walls, sliding doors, fix floor	\$ 207,500
23	Electrical Fix to 1st floor bathroom group	\$ 30,000
24	Smoke Curtains / Dividers - install and restore where missing	\$ 100,000
25	Paint Room and Mezzanine - replace due to demolition	\$ 200,000
26	Clean Room - Replace all walls, HVAC, Electrical due to demolition	\$ 1,000,000
27	General Electrical - Fix damage, restore previous power to all areas, fix card access, replace bus ducts caused by demo	\$ 2,000,000
28	General Corrections - Open holes, floor fixes, cleanup	\$ 40,000
29	SUB-TOTAL for Interior	\$ 7,508,500
30	GRAND TOTAL SHELL & INTERIOR	\$ 9,425,500

Clarifications to Budgets

1. No Architectural or Engineering Fees Included.
  2. Budget based on site walkthrough and preliminary inspection report.
  3. No Contingency or undiscovered conditions included.
  4. Preliminary pricing, detailed cost summary will be provided after detailed inspection, architectural and engineering drawings, and after detailed inspection and subcontractor cost validation.
- \* Consultation with roofing manufacturer necessary to determine if 20-year roof warranty has been voided.
- \*\* Awaiting engineer's scope and determination of preliminary pricing ??

New West Michigan III Industrial Investors, L.L.C. v Amazon.Com Services, LLC

US District Court – Western District Case No.: \_\_\_\_\_

Honorable \_\_\_\_\_

**TAB 8**

To

Plaintiff's Complaint and Jury Demand



Bridgewater Place | Post Office Box 352  
Grand Rapids, Michigan 49501-0352

Telephone 616 / 336-6000 | Fax 616 / 336-7000 | www.varnumlaw.com



Peter A. Smit	Michael J. Roth	Linsey A. Gleason	William L. Thompson	Robert A. Buchanan	Dale R. Rietberg
John M. Huff	Stephanie R. Setterington	Timothy P. Monsma	Robert M. Huff	Lawrence P. Burns	Maureen P. Rouse-Ayoub
Lawrence J. Murphy	Bryan R. Walters	Barbara E. Buchanan	Justin L. Fitzgerald	Steven G. Cappellino	Jack D. Sage
Teresa S. Decker	Dean F. Reisner	Terrence J. Miglio	Erin M. Haney	Laura A. Chappelle	Joan Schlee
Thomas H. Bergh	Kimberly A. Clarke	Laura E. Radle	Tiffany K. Snow	Kristiana M. Coutu	Jeffrey M. Stefan II
Matthew D. Zimmerman	Mark E. Hills	Timothy K. Kroninger	Herman D. Hofman	Nyal D. Deems	Fredric A. Sytsma
Jonathan W. Anderson	Peter G. Roth	Robert C. Rutgers, Jr	Regan A. Gibson	William A. Dornbos	David M. Thoms
Jeffrey A. DeVree	Mary Kay Shaver	Charles F. Gray	Rebecca K. Wrock	Anthony P. Gauthier	Terry E. Tobias
Susan M. Wyngaarden	Jude W. Pereira	Zachary J. Meyer	Elliott M. Berlin	Stacey A. George	Joseph J. Vogan
David E. Khorey	David T. Caldon	John D. Arendshorst	Paul A. Albarran	Bruce Goodman	John Patrick White
Michael G. Wooldridge	Kimberly Baber	Eric R. Post	Seth B. Arthur	Randall J. Groendyk	
Kurt G. Yost	Adam J. Brody	Luis E. Avila	Christopher M. George	Bruce R. Grubb	Of Counsel
Perrin Rynders	Thomas W. Forster	Brendan G. Best	Janelle G. Haggadone	Edward S. Gusky	Peter Armstrong
Mark S. Allard	Matthew B. Eugster	Julia A. Perkins	Yvonne Kupfermann	William R. Hineline	Bruce A. Barnhart
Timothy E. Eagle	Charyn K. Hain	Bonnie Y. Sawusch	Justin K. Ooms	Dirk Hoffius	Timothy J. Curtin
Michael S. McElwee	Elizabeth Wells Skaggs	Stephen C. Rohr	Lauren E. Potocsky	Shanna M. Kaminski	Jon F. DeWitt
Jeffrey W. Beswick	Melissa B. Papke	Kyle P. Konwinski	Shaquari M. Everson	Thomas J. Kenny	Richard D. Fries
Scott A. Huizenga	Timothy J. Lundgren	Kristen M. Veresh	Charumati Ganesh	Casey Koppelman	Richard A. Hooker
Nicholas B. Missad	Aaron M. Phelps	Jacob A. Droppers	Barbara A. Moore	Randall W. Kraker	Donald L. Johnson
Richard R. Symons	Steven T. Buquicchio	John J. Rolecki	Ethan J. Beswick	Marilyn A. Lankfer	Kaplin S. Jones
Eric M. Nemeth	Christopher J. Caldwell	Erin M. Klug	Alexander K. Campbell	Kevin S. Macaddino	Kevin B. Krauss
Ronald G. DeWaard	Scott J. Hill	Erika Leuffen Salerno	Chloe N. Cunningham	Richard P. Manczak	Paul L. B. McKenney
James M. Eardley	Brian B. Doyle	John N. Tittle	Ashleigh E. Draft	Douglas L. Mesman	Daniel C. Molhoek
Steven J. Morren	Seth W. Ashby	Salvatore J. Vitale, Jr.	Olayinka A. Ope	Robert D. Mollhagen	David E. Preston
Thomas G. Kyros	Gary J. Mouw	Katherine K. Roskam	Counsel	Michael J. Mulcahy	William E. Rohn
Alfred L. Schubkegel, Jr.	Richard T. Hewlett	Mallory A. Field	Stephen P. Afendoulis	Shalini Nangia	Jeffrey L. Schad
Christopher A. Ballard	Bradley S. Defoe	Sarah L. Wixson	John W. Allen	Angelique M. Neal	Eric J. Schneidewind
Jon M. Bylsma	Nina Thekdi	Jeffrey D. Koelzer	Christopher P. Baker	Katherine L. O'Connor	Hilary F. Snell
Joseph B. Levan	Michael J. Romaya	John W. Sturgis	Anthony T. Barnes	Deborah I. Ondersma	Larry J. Tittle
Harvey Koning	Peter A. Schmidt	Christopher M. Hiller	John W. Pestle	John W. Pestle	Carl E. Ver Beek
Scott D. Alfree	Matthew W. Bower	Matthew E. Maltz	Susan E. Benington	Edward R. Post	

May 20, 2020

Mr. Joshua Abells  
Amazon.Com Services, LLC  
410 Terry Ave N  
Seattle, WA 98109

Amazon  
c/o Amazon.com, Inc.  
Attention: Real Estate Manager (NA Ops: DGR6)  
410 Terry Ave N  
Seattle, WA 98109

Amazon  
c/o Amazon.com, Inc.  
Attention: General Counsel (Real Estate NA Ops: DGR6)  
410 Terry Ave N  
Seattle, WA 98109

Re: DGR6  
New West Michigan III Industrial Investors, LLC ("Owner")  
AMAZON.COM SERVICES, LLC ("Amazon")  
3951 Trade Dr., SE, Grand Rapids, Michigan (the "Premises")



Joshua Abells  
May 20, 2020  
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Dear Mr. Abells:

My firm represents the Owner with respect to the Premises and Amazon's recently terminated presence and work at the Premises.

Amazon and the Owner entered into an Access Agreement, effective, January 3, 2020, for the purposes of permitting Amazon to complete certain specifically enumerated actions in order to facilitate Amazon's determination that the Premises was suitable for Amazon's intended purposes prior to entering into a lease agreement for the Premises.

Amazon terminated the Access Agreement on May 1, 2020, thereby triggering its obligation under the Access Agreement to "return the [Premises] to a condition no worse than its condition as of the Effective Date."

Amazon completed work during the period of Amazon's access to the Premises that drastically exceeded both the terms and spirit of the Access Agreement. Indeed, from physical inspection of the Premises by commercial contractors and a structural engineer, it appears that Amazon demolished as much as 45% of the electrical, mechanical, fire protection and plumbing infrastructure of the Premises, penetrated the roof in multiple locations in a manner that may have voided the remaining seventeen (17) years of the roof warranty, and caused damage to the exterior of the Premises. Further, because Amazon physically severed the primary gas supply line to the Premises in multiple locations, there is no HVAC service to the office spaces that Amazon did not demolish, which will quickly result in mildew and mold growth if heating and cooling are not re-established. Additionally, the results of Amazon's demolition work and in particular, the disabling of the fire suppression system, have almost certainly rendered the Premises non-compliant with state and local codes and ordinances, and therefore unavailable for occupancy. Finally, Amazon's demolition work at the Premises has compromised its structural integrity which must be immediately addressed to avoid catastrophic loss.

Amazon's completion of work far outside the scope of the Access Agreement has also created potential breaches of the Owner's financing obligations, and the exterior blight resulting from Amazon's work at the Premises has created violations of the Grand Rapids Commerce Center Association's bylaws, notice of which has been provided to the Owner.

Amazon received notice of these issues seven days ago, along with an initial restoration cost estimate in excess of \$9,000,000, but has not responded in any meaningful fashion. Therefore, we have arranged, on the Owner's behalf, for a qualified commercial contractor to complete a more detailed review of the Premises and create a scope of work to return the Premises to a condition no worse than its condition as of the Effective Date of the Access Agreement, with related pricing. Please see the attached. In order to satisfy its obligations to mitigate the ongoing damages caused by Amazon, the Owner intends to commence restoring the Premises once the scope of work and pricing study is complete.

Joshua Abells  
May 20, 2020  
Page 3

Accordingly, the Owner hereby declares Amazon to be in breach of the Access Agreement. Consistent with Paragraph 9 thereof, Amazon has fifteen (15) days within which to cure the breach by returning the Premises to a condition no worse than its condition as of the Effective Date of the Access Agreement or by commencing and diligently pursuing the cure of returning the Premises to a condition no worse than its condition as of the Effective Date of the Access Agreement.

Three weeks have transpired since Amazon terminated the Access Agreement. Amazon has failed to commence its obligations in accordance with Paragraph 9. The Owner recognizes that a positive resolution to these issues can be timely achieved by Amazon.

Very truly yours,

VARNUM

A handwritten signature in black ink, appearing to read "Mark E. Hills", with a stylized flourish at the end.

Mark E. Hills

MEH/srs  
Enclosure

cc: [na-realestate@amazon.com](mailto:na-realestate@amazon.com);  
[legal-us-realestate@amazon.com](mailto:legal-us-realestate@amazon.com)  
Stacy Reid, via e-mail ([stareid@amazon.com](mailto:stareid@amazon.com))  
Tony Antone

16424011\_1.docx



Wednesday, May 20, 2020

Varnum LLP  
233 Washington Avenue, Suite 205  
Grand Haven, MI  
Attn: Mark E. Hills

**RE: Detailed building investigation and cost study – 3591 Trade Drive SE, Grand Rapids MI**

Dear Mark,

Visser Brothers Inc. is pleased to offer the following for investigation and recommendation services for the existing building and site location at 3591 Trade Drive SE, Grand Rapids, MI 49508. Project understanding is to document a detailed cost of work and materials required to return the building to its existing condition before demolition activities commenced in early 2020.

**Services:**

- Detailed review of pre-demolition building documents, plans and photographs
- Identification of demolished office and clean-room spaces, itemization of work to restore office and clean-room spaces to pre-demolition condition, and provide cost estimate for restoring office and clean-room spaces to pre-demolition condition.
- Identification of extent of severed and removed infrastructure
- Detailed Cost Estimates
- Full study and documentation of necessary steps to:
  - Return to safe and weathertight condition
  - Return to original condition before demolition
- Review Structural Engineer's recommendations and cost impacts
- Electrical, as follows: review of building plans and photographs, and physical inspection of building to (i) identify remaining electrical infrastructure in place, (ii) determine viability of remaining electrical infrastructure, (iii) itemize necessary work to restore electrical infrastructure to pre-demolition condition, and (iv) provide cost estimate for restoring electrical infrastructure to pre-demolition condition
- Mechanical Investigation as follows: review of building plans and photographs, and physical inspection of building to (i) identify remaining mechanical infrastructure in place, (ii) determine viability of remaining mechanical infrastructure, (iii) itemize necessary work to restore mechanical infrastructure to pre-demolition condition, including primary gas supply to building, and (iv) provide cost estimate for restoring mechanical infrastructure to pre-demolition condition.
- Fire Protection Investigation as follows: review of building plans and photographs, and physical inspection of building to (i) identify remaining fire protection infrastructure in place, (ii) determine viability of remaining fire protection infrastructure, (iii) itemize necessary work to restore fire protection infrastructure to pre-demolition condition, and (iv) provide cost estimate for restoring fire protection infrastructure to pre-demolition condition.
- Plumbing Investigation as follows: review of building plans and photographs, and physical inspection of building to (i) identify remaining plumbing infrastructure in place, (ii) determine viability of remaining plumbing infrastructure, (iii) itemize necessary work to restore plumbing infrastructure to pre-demolition condition, and (iv) provide cost estimate for restoring plumbing infrastructure to pre-demolition condition.



- Roof Investigation as follows: review of building plans and photographs, and physical inspection of building to (i) identify location and scope of roof penetrations occurring during demolition, (ii) itemize necessary work to restore roof to pre-demolition condition, including continuation of pre-demolition roof warranty, and (iii) provide cost estimate for restoring roof to pre-demolition condition.

**Investigation and Study Fee:**

- Visser Brothers – \$17,000
- Lift Rental for 2 weeks - \$1,800
- Electrical Investigation - \$12,000
- HVAC Investigation - \$3,400
- Fire Protection Investigation - \$1,000
- Plumbing Investigation - \$2,500
- Roof Investigation - \$800
- OH & P - \$3,850

**TOTAL FEE: \$42,350**

**Reimbursable Expenses:** (to be invoiced at cost of subcontractor or consultant plus 5%)

- Any Subcontracted services (ex. Sewer Camera Investigation Cost)
- Any 3<sup>rd</sup> Party Engineering, Consulting Services, or Testing Services

Our services do not include any Architectural, engineering, design, or legal services.

If you have any questions please feel free to contact us.

Sincerely,

Jeff Schut  
Visser Brothers, Inc.

Approval: *W. L. E. [Signature]* *For*  
*New West, Inc. [Signature]* *Indefinite*  
*Visser Brothers, Inc.* *W.L.E.*

Date: *May 20, 2020*